

~~RECORDING REQUESTED BY~~
~~AND WHEN RECORDED MAIL TO:~~

RETURN TO:

ADAMS & EDENS P.A.
P O BOX 400
BRANDON MS 39043
601-825-9508

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made as of February 20, 2008 by Property Asset Management Inc., having an office at 745 7th Avenue, New York, NY 10019 ("PAMI"), in favor of Litton Loan Servicing LP, a limited partnership having an office at 4828 Loop Central Drive, Houston, Texas 77081.

WHEREAS, Lehman Brothers Bank, FSB ("Lehman") and Litton Loan Servicing LP ("Servicer") have executed and delivered a certain Flow Subservicing Agreement dated as of October 1, 2007 (the "Servicing Agreement"), pursuant to which Lehman and Servicer agreed to certain terms governing the servicing of certain mortgage loans ("Mortgage Loans") by Servicer on behalf of Lehman; and

WHEREAS, under the Servicing Agreement, Lehman may designated a wholly owned subsidiary to act on Lehman's behalf for the purposes of the Servicing Agreement and this Limited Power of Attorney and Lehman has so designated PAMI; and

WHEREAS, Lehman, Servicer and PAMI desire that PAMI execute and deliver this Limited Power of Attorney in order to facilitate the servicing of the Mortgage Loans by Servicer; and

NOW THEREFORE, PAMI does hereby appoint, subject to and in accordance with the Servicing Agreement, Servicer, as its attorney-in-fact, in its name, place and stead in connection with all mortgage loans and REO properties subject to the terms of the Agreement for the purpose of performing all acts and executing all documents in the name of the PAMI as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transaction sin respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trustee" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which PAMI is the owner (whether the undersigned is named therein as mortgage or beneficiary or has become mortgage by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trustee) and for which the Servicer is performing sub-servicing activities all subject to the terms of the Servicing Agreement.

Inv. 004 - Lehman Brothers Bank

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This appointment shall apply to the following enumerated transactions only:

1. The modification or rerecording of a Mortgage or Deed of Trust, where said modification or rerecording is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or rerecording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a United States governmental agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale
 - d. the cancellation/rescission of notices of default and/or notices of sale;

e. the taking of a deed in lieu of foreclosure; and

f. the preparation and execution of such other documents and performance such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8(a) through 8(e), above.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney, each subject to the terms and conditions set forth in the Agreement and in accordance with the standard of care set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of February 20, 2008.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, PAMI has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by William Walenczyk, its duly elected and authorized Vice President this 20th day of February, 2008.

Property Asset Management Inc.

By: 

Name: William Walenczyk

Title: Vice President

Witness: 

Name: Erika Sutherland

Witness: 

Name: Leslee Gelber

Acknowledged and Agreed
Lehman Brothers Bank, FSB

By: 

Name: William Walenczyk

Title: Vice President

STATE OF

New York

COUNTY OF

Queens

On February 20, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared William Walenczyk, Vice President of Property Asset Management Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that [she/he] executed that same in [her/his] authorized capacity, and that by [her/his] signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

MIRIAM CACERES
Notary Public, State of New York
No. 01CA6013586
Qualified in Queens County
Commission Expires September 21, 2010

Miriam Caceres
Notary Public